

ORDINANCE C-74-92

AN ORDINANCE TO AUTHORIZE THE APPROVAL OF A PRE-ANNEXATION AGREEMENT FOR WHITE OAK COMMUNITIES

WHEREAS, White Oak Communities has optioned to purchase approximately sixty seven (67) acres of land; and

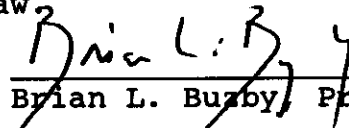
WHEREAS, prior to the purchase and annexation of said land to the City of Grove City, White Oak believes it is in the best interest of all parties that the zoning be agreed to; and

WHEREAS, on June 16, 1992, Planning Commission voted unanimously to recommend to City Council the zoning classes as contained within Exhibit "A", titled "Pre-Annexation Agreement".

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

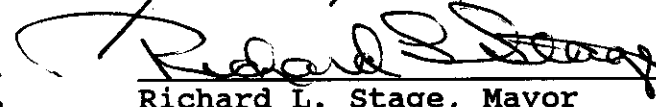
SECTION 1. The Mayor and President of Council are hereby authorized to sign the attached Exhibit "A" of this ordinance.

SECTION 2. This Ordinance shall take effect at the earliest opportunity allowed by law.




Brian L. Buzby, President of Council

Passed: 11/2/92
Effective: 12/2/92



Richard L. Stage, Mayor

Attest:



Tami K. Kelly, Clerk of Council

I Certify that this ordinance is correct as to form.



Thomas Clark, Director of Law

PRE-ANNEXATION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 1992, by and between White Oak Communities, Inc. (hereinafter "White Oak"), and the City of Grove City, Ohio (hereinafter the "City").

R E C I T A L S

WHEREAS, White Oak has an option to purchase approximately 67 acres on Hoover Road at RT 665 in Jackson Township, Franklin County, Ohio, as more fully described on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Property"); and

WHEREAS, White Oak desires to develop the Property for PUD-R and PUD-C; and

WHEREAS, both White Oak and the City desire to annex the Property into the City; and

WHEREAS, White Oak desires to be assured by the City that the Property upon annexation, will be zoned PUD-R and PUD-C with stipulations as approved by the City's Planning Commission on June ___, 1992; and

WHEREAS, a petition for annexation of the Property to the City has been submitted to the Franklin County Board of County Commissioners (hereinafter "Franklin County") for its approval.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants set forth herein, the parties hereto, intending to be legally bound, agree as follows:

1. Annexation. White Oak shall proceed with the annexation of the Property into the City.

2. Zoning. Upon the annexation of the Property, the City shall proceed to zone the Property ^{per the City's Planning Commission} PUD-R and PUD-C ^{per the City's Planning Commission} per the development plan so that White Oak may develop the Property in accordance with such zoning stipulations approved by the City's Planning Commission on _____ without dissenting vote, as follows:

PUD-R	Tract A	R-2 21B	13 acres
	Tract B	8 units/acre	14 acres
	Tract C	8 units/acre	18.5 acres
PUD-C	Commercial		12 acres

3. Council Ordinance. The foregoing covenants and representations in this Agreement shall be approved by a council ordinance duly passed and signed by the President of Council and Mayor of the City, prior to annexation of the Property into the City, or this Agreement may be considered null and void.

4. Amendments. No waivers, alterations or modifications of this Agreement or any arrangements in connection therewith shall be valid unless in writing and duly executed by both White Oak and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed and acknowledged
in the presence of:

WHITE OAK COMMUNITIES, INC.

D. Scott Owens, President

CITY:

The City of Grove City

By: _____
Richard L. Stage, Mayor

This legal agreement has
been approved by:

COUNCIL:

Thomas R. Clark, Esq.

By: _____
President of Council

Director of Law City of
Grove City

Dated: _____

PRE-ANNEXATION AGREEMENT

This Agreement is made and entered into this 20th day of November, 1992, by and between White Oak Communities, Inc. (hereinafter "White Oak"), and the City of Grove City, Ohio (hereinafter the "City").

R E C I T A L S

WHEREAS, White Oak has an option to purchase approximately 67 acres on Hoover Road at RT 665 in Jackson Township, Franklin County, Ohio, as more fully described on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Property"); and

WHEREAS, White Oak desires to develop the Property for PUD-R and PUD-C; and

WHEREAS, both White Oak and the City desire to annex the Property into the City; and

WHEREAS, White Oak desires to be assured by the City that the Property upon annexation, will be zoned PUD-R and PUD-C with stipulations as approved by the City's Planning Commission on June 16, 1992; and

WHEREAS, a petition for annexation of the Property to the City has been submitted to the Franklin County Board of County Commissioners (hereinafter "Franklin County") for its approval.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants set forth herein, the parties hereto, intending to be legally bound, agree as follows:

1. Annexation. White Oak shall proceed with the annexation of the Property into the City.

2. Zoning. Upon the annexation of the Property, the City shall proceed to zone the Property R-1B. Thereafter the City will proceed to rezone property to PUD-R and PUD-C per the development plan so that White Oak may develop the Property in accordance with such zoning stipulations approved by the City's Planning Commission on June 16, 1992 without dissenting vote, and as amended by City Council on November 2, 1992, as follows:

PUD-R	Tract A	R-1B	13 acres
	Tract B	8 units/acre	32.5 acres
PUD-C	Commercial		12 acres

3. Council Ordinance. The foregoing covenants and representations in this Agreement shall be approved by a council ordinance duly passed and signed by the President of Council and Mayor of the City, prior to annexation of the Property into the City, or this Agreement may be considered null and void.

4. Amendments. No waivers, alterations or modifications of this Agreement or any arrangements in connection therewith shall be valid unless in writing and duly executed by both White Oak and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed and acknowledged
in the presence of:

James L. D. Owens

WHITE OAK COMMUNITIES, INC.

D. Scott Owens
D. Scott Owens, President

CITY:

The City of Grove City

By: Richard L. Stage
Richard L. Stage, Mayor

This legal agreement has
been approved by:

Thomas R. Clark
Thomas R. Clark, Esq.

Director of Law City of
Grove City

Dated: 11-24-92

COUNCIL:

By: Brian L. Byg
President of Council
